

31. **Approve ranking list for PS-5137-03/BJC – Master Agreement for Architectural, Engineering Services and CEI Services for the Design of Fire Station #13, Seminole County and award a Master Agreement to Starmer, Ranaldi, Planning and Architecture, Inc., Winter Springs (Not-to-Exceed \$150,000.00).**

PS-5137-03/BJC will provide professional architectural and engineering services to develop a comprehensive design for a new Fire Station #13 building. The consultant will provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, surveying, agency permits, bid documents, Construction Engineering & Inspections, and other pertinent professional services.

This project was publicly advertised and the County received six submittals (listed in alphabetical order):

- Bentley Architects & Engineers, Inc., Longwood;
- KZF Design, Orlando;
- MLM-Martin Architects, Inc., Orlando;
- The Scott Partnership Architecture, Inc., Orlando;
- Starmer, Ranaldi, Planning and Architecture, Inc., Winter Springs;
- Stottler Stagg & Associates, Architects Engineers Planners, Inc., Cape Canaveral.

The Evaluation Committee, which consisted of Chief Bill Baer, Public Safety; JR Ball, Public Works and Chuck Lawson, Facilities Maintenance, evaluated the submittals.

The Evaluation Committee interviewed the following three firms:

- Bentley Architects & Engineers, Inc., Longwood;
- The Scott Partnership Architecture, Inc., Orlando;
- Starmer, Ranaldi, Planning and Architecture, Inc., Winter Springs.

Consideration was given to the following criteria:

- General professional experience and qualifications;
- Specific professional experience for this work;
- Proposed use of Sub-consultants;
- Project Manager's proposed approach;
- Qualification of proposed Project Manager;
- Project staff resources;
- Overall quality of interview presentation.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. Starmer, Ranaldi, Planning and Architecture, Inc., Winter Springs;
2. Bentley Architects & Engineers, Inc., Longwood;
3. The Scott Partnership Architecture, Inc., Orlando.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be negotiated on an as-needed basis for each project. The total amount for all work orders will not exceed \$150,000.00.

Funds are available in account number 011200-561006000, CIP #17903. Administrative Services /Facilities Maintenance Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate and authorize the Chairman to execute a Master Agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

BID NUMBER: PS-5137-03/BJC

BID TITLE : Architectural, Engineering Services, and CEI Services
for the Design of Fire Station #13, Seminole County

DATE: May 2, 2003. TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Bentley Architects & Engineers, Inc. 665 West Warren Avenue Longwood, Florida 32750 (407) 331-6116 – Phone (407) 331-4566 – Fax William C. Bentley, President	KZF Design LLC 111 North Orange Avenue Orlando, Florida 32801-2333 (407) 649-1313 – Phone (407) 649-7713 – Fax Joseph Morgan, Executive Vice President	MLM-Martin Architects, Inc. 2909 Fairgreen Street Suite 101 Orlando, Florida 32803 (407) 897-6764 – Phone (407) 894-1338 – Fax Miguel Martin, President	The Scott Partnership Architecture, Inc. 423 S. Keller Road, Suite 200 Orlando, Florida 32810 (407) 660-2766 – Phone (407) 875-3276 – Fax Raymond L. Scott, AIA, President	Starmer Ranaldi Planning and Architecture, Inc. 890 Northern Way, E-1 Winter Springs, Florida 32708 (407) 977-1080 – Phone (407) 977-1019 – Fax Joseph A. Ranaldi, AIA, Vice President
RESPONSE -6-				
Stottler Stagg & Associates, Architects Engineers Planners, Inc. 8680 N. Atlantic Avenue Cape Canaveral, Florida 32920 (321) 783-1320 – Phone (321) 783-7065 – Fax Bino Campanini, CEO				

Tabulated by: Amy J. Pigott, CPPB, Sr. Contracts Analyst – Posted 5/05/2003 (9:00 A.M.)

Shortlisting Meeting Date: Thursday, May 29, 2003 at 1:00pm

Presentations set for June 13, 2003; Bentley Architects & Engineers, Inc., The Scott Partnership Architecture, Inc., Starmer Ranaldi Planning and Architecture, Inc.

Recommendation of Award: Starmer Ranaldi Planning and Architecture, Inc. – BCC 07/22/2003 (Posted 06/16/2003)

Evaluation of Proposals
PS-5137-03/BJC
Architectural, Engineering Services and CEI Services for the Design of
Fire Station #13, Seminole County Facility

FIRMS	Chief Bill Baer, Public Safety	JR Ball, Public Works	Chuck Lawson, Administrative Services	Total Scores	Overall Ranking
Bentley Architects & Engineers, Inc.	4	2	2	8	1
KZF Design LLC	5	6	5	16	6
MLM –Martin Architects, Inc.	6	4	4	14	5
The Scott Partnership Architects, Inc.	2	3	3	8	1
Starmer Ranaldi Planning and Architecture, Inc.	1	1	6	8	1
Stottler Stagg & Associates, Architects Engineers Planners, Inc.	3	5	1	9	4

Recommended Ranking: Bentley Architects & Engineers, Inc., The Scott Partnership Architects, Inc., Starmer Ranaldi Planning and Architecture, Inc.

Evaluation of Presentations
PS-5137-03/BJC
Architectural, Engineering Services and CEI Services for the Design of
Fire Station #13, Seminole County Facility

FIRMS	Chief Bill Baer, Public Safety	JR Ball, Public Works	Chuck Lawson, Administrative Services	Total Scores	Overall Ranking
Bentley Architects & Engineers, Inc.	2	2	1	5	2
The Scott Partnership Architects, Inc.	3	3	3	9	3
Starmer Ranaldi Planning and Architecture, Inc.	1	1	2	4	1

Recommended Ranking: Starmer Ranaldi Planning and Architecture, Inc., Bentley Architects & Engineers, Inc., The Scott Partnership Architects, Inc.

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-5137-03/BJC)
FIRE STATION #13

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **STARMER RANALDI PLANNING AND ARCHITECTURE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 890 Northern Way, E-1, Winter Springs, Florida 32708, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide architectural and engineering services for the design of Fire Station #13 in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, the CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of five (5) years. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to all consultants under PS-5137-03/BJC, including reimbursable expenses, shall not exceed the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the Project.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed

Fee" basis. The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT

ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(h) Payments shall be made by the COUNTY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Public Safety Department
150 Bush Boulevard
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the

CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONSULTANT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at

the CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 19. INSURANCE.

(a) GENERAL. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy.

The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the

CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall

exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral

or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this

Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Seminole County Public Safety Department
150 Bush Blvd.
Sanford, FL 32773

FOR CONSULTANT:

Starmer Ranaldi Planning and Architecture, Inc.
890 Northern Way, E-1
Winter Springs, FL 32708

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

STARMER RANALDI PLANNING
AND ARCHITECTURE, INC.

JOSEPH A. RANALDI
Vice-President

By: _____
WILLIAM E. STARMER
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman
Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
6/17/03
ps-5137

3 Attachments:
Exhibit "A"- Scope of Services
Exhibit "B"- Sample Work Order
Exhibit "C"- Rate Schedule

SCOPE OF SERVICES

Architectural, Engineering, and Construction Engineering & Inspections Services for the Design of Fire Station #13, Seminole County

Purpose:

Seminole County (**COUNTY**) Public Safety Department is seeking proposals from an Architect/Engineering firm (**CONSULTANT**) to provide design and CEI services for a new Fire Station #13 located at the corner of State Road 436 & Bear Lake Road.

This document defines the scope of work, the responsibilities of the **CONSULTANT** and it provides a non-exclusive summary of technical requirements and necessary professional services.

General:

- The **COUNTY** wishes to select the most comprehensive design for a new Fire Station #13. The **CONSULTANT** will provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, surveying, agency permits, bid documents, and other pertinent professional services including pre and post construction services.
- Resourceful use of space, economy of design, value engineering for materials/equipment and an efficient plan of construction are extremely important to this project.
- The building shall accommodate approximately ten (10) Fire Rescue and staff.
- The building's layout shall include for offices, meeting/lunch room, shower and restroom facilities, equipment space, Apparatus Bays, storage for operation supplies, storage for equipment supplies, maintenance room(s) (e.g. phone, HVAC, Etc), Decontamination wash area, and other Facilities as needed.
- Elements of Work shall include normal Architectural, Civil, Geotechnical, Surveys, Construction Engineering & Inspections, Outdoor/Indoor lighting, Utilities, Landscaping, Parking, Handicap accessibility, Cost Estimates Mechanical and Electrical Engineering Services associated with this project.

Scope of Work:

The **CONSULTANT** will prepare, obtain and submit all required services relating to the project including, but not limited to:

- Surveys and Reports
- Site Evaluation
- As Built Conditions
- Agency Approvals
- Preliminary Design Drawings
- Final Design Drawings
- Construction Engineering & Inspections

Minimum Design Tasks

1. The **CONSULTANT** shall prepare detailed construction drawings and technical specifications for competitive bidding and construction in accordance to requirements of the Seminole County Land Development Code, Seminole County Environmental Services, Seminole County Building Department, Seminole County Purchasing and other applicable regulatory agencies.
2. The **CONSULTANT** shall provide surveying services for horizontal and vertical location of structures, equipment, right-of-way, property boundaries, and topography to establish site plans.
3. The **CONSULTANT** shall provide geotechnical services to ensure proper constructibility of the project.
4. The **CONSULTANT** shall submit the required sets of plans to the Building Department and Development Review for review and comment. The **CONSULTANT** shall respond to comments as necessary to obtain all required building permits by the contractor.
5. The **CONSULTANT** shall provide an opinion of probable construction cost with the submittal of final drawings and technical specifications.
6. The **CONSULTANT** shall provide the following documents to Seminole County during the design phase. Review Meetings to be held during design at 60%, 90%, and 100%.
 - One (1) set of full size bluelines @ 60% for review.
 - One (1) set of full size bluelines @ 90% for review.
 - One (1) set of full size bluelines @ 100% for review.

7. The **CONSULTANT** shall prepare all documents, plan drawings, specifications, and permit applications required to obtain approval from FDEP and St. Johns River Water Management District. Permit application fees shall be paid by the **CONSULTANT** and reimbursed by the **COUNTY** as part of the proposal.
8. After final design is completed with revisions based on review comments from Seminole County Public Safety, Building Department, Development Review, and pertinent addenda, the **CONSULTANT** shall provide the following:
 - One (1) set of full size Mylar reproducible plans
 - One (1) set of unbound specifications
 - One (1) set of specifications in Microsoft Word 97 format on diskette or CD
 - One (1) set of plans in electronic format (Arcview shape file or Autocad 14)
9. The **CONSULTANT** will attend, administer, and answer applicable questions for the pre-bid meeting. **CONSULTANT** will record and distribute pre-bid meeting minutes to all attendees. The **CONSULTANT** will provide a summary report with recommendations upon review of bids for the most responsive, responsible bidder.
10. **CONSULTANT** to provide quality and cost effective Construction Engineering and Inspection Services (CEI) to the County. Proposed staff shall have extensive experience with vertical construction projects.

Plans and Specifications Review:

Project staff will review the approved project documents for conformance with the County's intent and the applicable codes. Consultant will verify that the required permits are in place prior to start of construction as well as the permits required by the contractor to provide during construction. Consultant shall also verify the provisions for equipment manuals, extra materials for future maintenance, warranties and burn in requirements for electrical and mechanical equipment.

Pre-Construction Activities:

After award and prior to construction, the Consultant will assist the County in reviewing the bids received for this project. The Consultant shall submit comments and recommendations to the County to assist in the final award of this project to the contractor. The Consultant will assist the County with the pre-construction conference. We will meet with the County Project Manager to determine who is required to attend the conference in addition to the selected contractor, subcontractors, suppliers, county representatives, utility companies and permitting agencies. The Consultant will set up the project files and establish the specific testing, sampling, submittal and mock-up requirements for the project. The Consultant will also work with the County to

establish the required submittals at project closeout such as operations and maintenance manuals, warranties, and stored materials for future maintenance.

Coordination:

Project staff will assure proper coordination of all parties involved with this project. Our staff will keep the County informed of the progress throughout the duration of construction activities. The Consultant will maintain accurate records of daily work activities, quantities received and quantities placed. The Consultant will also provide interpretations of the plans and specifications to the contractor.

Schedule:

Project staff will review the contractor's proposed work schedule submitted at the pre-construction conference for logic and time. If there are any discrepancies, Consultant will analyze and submit recommendations to the County. The Consultant will review any contractor's time extension requests and compare them to the remaining work to be completed and the remaining contract time. If contract time is to be revised, Consultant will submit any recommendations to the County for review and approval. For any approved change in contract time, Consultant will request the contractor revise the project schedule to reflect the new timeline as well as its effect on the remaining work. The Consultant will review the revised schedule and forward their recommendation for approval or rejection by the County.

Project Records:

The Consultant will maintain accurate and timely records. Material sampling and testing results will be reviewed for conformance with the contract plans and specifications to confirm acceptance of materials to be used on this project. These results will be on file at Consultant's office throughout the duration of the project. Documentation such as correspondence between the CEI and contractor, CEI and the County, contractor and the County will be assigned a tracking number and filed. RFI's will be tracked for timely response. Required submittals will be assigned a tracking number to assure the contractor receives approval as soon as possible. Written documentation will be supplied for the required mock-ups as to acceptance or rejection. If rejected, corrective action will be forwarded to the contractor. The required permits will be included in our project files for review throughout the project duration. A copy of the contractor's contract with the County will be accessible to our project staff for verification of contract compliance.

Meetings:

Progress meetings between the contractor, CEI and the County are extremely important in maintaining information flow between all involved parties. Initially,

the County proposes weekly meetings, and as the project progresses, and if approved by the County, maintain progress meetings on a bi-weekly basis. Meeting minutes will be recorded and copies forwarded to the contractor and the County for their records. In addition to the progress meetings, the Consultant will provide for pre-services meetings as specified in the Project Manual. Meeting minutes will be recorded and copies forwarded to the contractor and the County for their records.

Contractor Pay Requests:

Each month, the Consultant will provide the County a tabulation of pay items satisfactorily completed to date. This tabulation of pay items will be used to prepare the contractor's monthly pay request. Prior to forwarding the contractor's monthly or final pay request to the County for approval and payment, the Consultant will verify quantities and work to assure that the contractor's request accurately reflects work performed to date.

Shop Drawing/Sample Submittals:

The Consultant will track shop drawings and submittals for this assignment. The Consultant shall stay aware of where each submittal is as well as its approval status. The Consultant shall encourage all parties involved in the review process to complete their review in a timely manner as to not impede the progress of the project.

Change Orders:

If changes are made to the contract plans and/or specifications, the Consultant will analyze these changes for impact on construction time and costs. If changes need to be made, they will make recommendations to the County regarding changes in scope, costs and contract duration.

Potential Claims Review:

The Consultant will analyze claims submitted for validity. If the claim is deemed valid, they will review the contractors scope, costs and duration individually as well as compare its impact to the overall project requirements. When complete, they will submit any recommendations to the County for review and approval.

Personnel:

The Consultant will include resumes of our proposed staff that is highly qualified and experienced in vertical construction projects. Their staff will ensure the County a project that is completed on time and within budget.

Staffing:

The Consultant will propose the Project Manager for this assignment. They will be responsible to take charge of this project. Their duties shall be to coordinate the CEI activities, act as liaison between the contractor, County and permitting agencies as well as coordinate the contractor's subcontractor

activities. The Project Manager will also chair the pre-construction conference, pre-services meetings and the weekly or bi-weekly progress meetings. The Project Manager will also review the inspector's daily reports, review the County's testing labs reports, and review the contractor's monthly pay requests. The Project Manager will work closely with the County's Project Manager during the approval process of the required submittals.

As with all CEI projects, the use of a registered professional engineer to have responsible charge over the CEI activities is highly desirable. The Senior Project Engineer will be a licensed professional engineer registered in the state of Florida and be assigned to this project on a part time basis. Project responsibilities will be to assist the Project Manager and Inspector with plans and specifications interpretations, review the contractor's monthly pay requests, review the contractor's project schedule, and assist the County in review of possible change orders. The Consultant shall propose the Senior Project Engineer for this assignment.

Field Sampling and Testing:

The Consultant will be responsible for the daily field sampling, testing and inspection requirements for the project. He will monitor, inspect and test as required activities such as earthwork, soil cement, asphalt paving, reinforcing, embedment and concrete placement, structural steel erection, exterior walls and finishes, interior walls and finishes, roof installation, mechanical electrical and plumbing installation and equipment and furnishing installation. The observations, samples and field tests will be recorded in a timely manner and included in the project records.

Lab Testing:

As stated by the County, the laboratory testing required for this project will be accomplished through the County's master testing contract. The Consultant shall work closely with the County and the testing lab in coordination of their work activities.

Photographs:

The Consultant will provide to the County (2)8 by 10 photographs for the building. These photographs will show the maximum progress to date each month. Each set will be submitted in clear plastic sleeves suitable for 3 ring binders.

Post Construction Activities:

As part of the project close out activities, the Consultant will ensure the contractor provides the required documentation needed for final acceptance of the roadway and for the certificate of occupancy for the building. This documentation will include as-builts, testing results delivery tickets, operation and maintenance manuals and test results. The Consultant will assist the County in the preparation of the contractor's final payment as well

as negotiating any change orders with the contractor.

Other Services:

If required by the County, the Consultant shall be prepared to perform additional services as necessary with written authorization from the County. These activities may include, but not be limited to changes and revisions to the plans and specifications, preparation for arbitration hearings or litigation, provide qualified engineers and/or engineering witnesses and exhibits, overall project control schedules and project cost and cash flow analysis and financial management. Understand that the County agrees to compensate the Consultant for additional services not covered in the original agreement.

Draft of Design Criteria

Property

- Parking
 - 10 Employee Spots (minimum)
 - 3 Visitor Spots (if no Community Room)
 - 1 Disabled Spot
- Set-Backs
 - 25' Frontage
 - 75' Rear (1-Story)
 - 115' Rear (2-Story)
- Driveways and Aprons
 - Drive-Through Bays
 - 30' Concrete Aprons Front and Rear
- Retention
 - Retaining Walls
- Site
 - Irrigation System
 - Landscaping

General

- ADA Compliant - Ground Floor
- Back-Up Generator
 - Power Entire Facility
 - Capable of 168 Hour Continuous Operation
 - Diesel Fueled
- Vinyl Vertical Blind Window Treatments

Structure (Exterior)

- Type of Construction

- Concrete Block
- Brick Façade
- Number of Stories - 2
- Exterior Doors on County Key System
- Security Lights for entire site
- Storm Protection – Roll-Down Shutters For Windows and Doors

Estimated Square Footage

Approximately 7000 Sq Ft

Structure (Interior)

Estimated Square Footage

- | | |
|--|-------------|
| ○ <u>Apparatus Bays</u> | 3,700 Sq Ft |
| • Three Bays 18' Width, 60' Length | 3,240 Sq Ft |
| • Solid Bay Doors with One Panel of Windows | |
| • Dual Sensor (Electric Eye and Downward Force) Auto-Reverse Door Safety | |
| • Alarm activated Doors | |
| • Floor Drains | |
| • Sealed Concrete Floor Surface | |
| • Ventilation Fans | |
| • Heaters | |
| • Air Locks between Living Areas | |
| • Elevated Bunker Gear Storage Lockers | |
| • Water Fountain | |
| • Hose Bibs | |
| • Phone/Intercom | |
| ○ Maintenance Room | 200 Sq Ft |
| • Washer/Dryer | |
| • Drying Racks | |
| • Work Bench/Tool Storage | |
| • Air Compressor | |
| • Ice Machine (250 pounds per day 400 pound storage) | |
| • Floor Drain | |
| • Mop Sink | |
| • Sealed Concrete Floor Surface | |
| ○ Decontamination Wash Area | 60 Sq Ft |
| • Bio Hazard Sink | |
| • Eye Wash Sink | |
| • Shower | |
| • Floor Drain | |
| • Sealed Concrete Floor Surface | |
| ○ Storage Room | 200 Sq Ft |

- Equipment and Appliance Storage
- Station Supply Storage
- Hazardous Materials Storage
- Maintenance Supply Storage
- Sealed Concrete Floor Surface

First Floor

1,440 Sq Ft

- Station Manager Office
 - Space for Desk, two side chairs, file cabinet
 - Computer/LAN
 - Cable TV Connection
 - FAX
 - Phone/Intercom
 - Ample Electrical Outlets
 - Tile Flooring

150 Sq Ft
- Day Room
 - Computer/LAN
 - FAX
 - Phone/Intercom

240 Sq Ft
- Lobby/Entry Area
 - Blood Pressure Station
 - Tile Flooring
 - Water Fountain

120 Sq Ft
- EMS Storage
 - Climate Controlled
 - Walk-in
 - Tile Flooring

80 Sq Ft
- Rest Room
 - Male/Female
 - ADA Accessible
 - Tile Flooring and walls

70 Sq Ft
- Fitness Room
 - Air Conditioned
 - Treadmill
 - Free Weights and Benches
 - Multi-Station Machine
 - Rubber or Synthetic Rubber Flooring
 - Mirrored Wall
 - Physician's Scale

400 Sq Ft

- Ceiling Fan(s)
- Phone/Intercom
- Cable TV Connection

Second Floor

1,530 Sq Ft

○ Kitchen

180 Sq Ft

- Commercial 8-Burner Stove
- Commercial Range Hood
- Commercial Deep Basin Sink
- Stainless Steel Cabinets
- 3 Pantries with Space for Refrigerators
- Microwave Oven
- Dishwasher
- Garbage Disposal
- Phone/Intercom
- Tile Flooring and walls
- Can be Combined with Dining

○ Dining Area

150 Sq Ft

- Seating for 10 at One Table
- Cable TV Connection
- Tile Flooring
- Phone/Intercom
- Can be Combined with Kitchen

○ Officer's Dormitory

200 Sq Ft

- Toilet/Shower Area
- Bedding Lockers (3)
- Clothing Lockers (3)
- Cable TV Connection
- Ceiling Fan(s)
- Phone/Intercom
- Tile Flooring

○ Crew Dormitory

750 Sq Ft

- Divided Bunk areas (9)
- Bedding Lockers (3 per bunk)
- Cable TV Connection
- Ceiling Fan(s)
- Phone/Intercom
- Tile Flooring

- Shower/Rest Rooms
 - Two Individual Shower/Restrooms (similar to residential)
 - Lockable Doors
 - Interior Shelves
 - Individual Dressing Area Adjacent to Shower
 - Tile flooring and walls

- /Locker Area 250 Sq Ft
 - Male/Female Toilets
 - Clothing and Towel Hooks
 - Maintenance Supply Storage Closet
 - Clothing Lockers (3 per bunk, 21" X 24" full height)
 - Phone/Intercom
 - Tile Flooring

EXHIBIT "B"

WORK ORDER
FOR
ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-5137-03/BJC)
FIRE STATION #13

WORK ORDER NO.: SAMPLE

PURCHASE ORDER NO.: _____ (For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT:

COUNTY: SEMINOLE COUNTY, a political subdivision of the State of Florida.

CONSULTANT: STARMER RANALDI PLANNING AND ARCHITECTURE, INC.

CONSULTANT'S ADDRESS: 890 Northern Way, E-1
Winter Springs, FL 32708

Execution of the Work Order by COUNTY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[] DRAWINGS/PLANS/SPECIFICATIONS
[] SCOPE OF SERVICES
[] SPECIAL CONDITIONS
[] _____

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TERM: This Work Order shall terminate upon completion of the Scope of Services or _____ from the date of execution, whichever comes first.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☐ FIXED FEE BASIS
- ☐ TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed Fee Basis," then the CONSULTANT shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$_____). In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONSULTANT's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate the CONSULTANT for the actual work performed under this Work Order.

Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than

the CONSULTANT to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

ATTEST:

STARMER RANALDI PLANNING
AND ARCHITECTURE, INC.

JOSEPH A. RANALDI
Vice-President

By: _____
WILLIAM E. STARMER
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

EXHIBIT C
RATE SCHEDULE